THE ARAB REPUBLIC OF EGYPT

MINISTRY OF WATER RESOURCES AND IRRIGATION
RESERVOIRS AND GRAND BARRAGES SECTOR

THE PROJECT FOR CONSTRUCTION OF THE NEW DIROUT GROUP OF REGULATORS

Payments & Contract

Aug 2024

JV OF SANYU CONSULTANTS INC. & PACER CONSULTANTS LTD.


2024-07-31

THE PROJECT FOR CONSTRUCTION OF NEW DIROUT GROUP OF REGULATORS

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The Project

- The Employer: Ministry of Water Resources and Irrigation (MWRI)

  Reservoirs and Grand Barrages Sector (RGBS)
- The Engineer: Joint Venture of Sanyu Consultants INC. and Pacer Consultants
- The Contractor: Dai Nippon Construction

العقد

- الشروط العامة التي تحكم هذا العقد هي شروط عقد البناء، التي تم إعدادها وحقوق الطبع والنشر من قبل الاتحاد الدولي للمهندسين الاستشاريين (Fédération Internationale des Ingénieurs-Conseils، أو FIDIC))
- **FIDIC 2010**
- هذه النسخه من ال FIDICحصريه لاستخدام مقترضي وكاله التعاون اليابانيه JICA..
- وهى احدى منشورات ال FIDIC
- **مفهوم عقود الفيديك:**
- هي عقود نموذجية وضعها الاتحاد الدولي للمهندسين الاٍستشاريين وتتضمن شروط عامة وخاصة لأنماط مختلفة من عقود البناء والتشييد تعمل على تحقيق التوازن بين أطرافها وتحديد مراكزهم القانونية كما تعمل على توحيد القواعد القانونية المطبقة بشأنها ويمكن استخدامها على نطاق واسع لأنواع مختلفة من المشاريع الهندسية الدولية والمحلية بهدف تنظيم أعمال البناء وقد تم تعديلها وتطويرها أكثر من مرة لتلافي المشكلات القانونية المستجدة

مكونات المشروع

- <u>اهداف المشروع</u>
- انشاء مجموعة قناطر ديروط الجديده والتى تشمل :
- -قنطرة فم بحر يوسف
- -قنطرة فم الابراهيميه
- -قنطرة فم البدرمان
- -قنطرة فم الديروطيه
- -قنطرة فم ابو جبل وايراد الدلجاوى
- -قنطرة فم الساحليه
- انشاء نظام ومتابعه لعدد 45 موقع
- Integrated Water Management (IWM)

History

- **September 2009 to October 2010 Feasibility Study was carried out by Japan International Cooperation Agency (JICA).**
- **July 2015 to April 2017 Detailed Design D/D Study to prepare bidding documents.**
- **08.03.2019 Commence the Consultant Service**
- **08-12-2020: Tender Announcement.**
- **07-03-2021 Date of Opening Tenders (canceled)**
- **30-03-2021 New Date of Opening Tenders.**
- **03-02-2021 Meeting Responding to questions from Tenderers.**
- **18-05-2021 Opening the Technical Bid Proposal.**
- **11-07-2021 Opening the Financial Bid Proposal.**
- **06-09-2021 Start of Negotiation with DNC.(lowest offer)**
- **12-12-2021 Announcement of the Financial Bed Evaluation result. (DNC offer are Accepted)**
- **19-12-2021 Started Contract Negotiation with DNC.**
- **09-01-2022 letter of Acceptance.**
- **02-02-2022 Site positioning and hand-over**
- **07-04-2022 Commencement Date.**

تمويل المشروع

يتم تمويل المشروع من خلال قرض من هيئه التعاون الدوليه اليابانيه (الجايكا)

STEP Loan (Special Terms for Economic Partnership)

STEP was introduced in July 2002, with a view to raising the visibility of Japanese ODA among citizens in both recipient countries and Japan through best use of advanced technologies

and know-how of Japanese firm.

تم تقديم برنامج STEP في يوليو 2002، بهدف زيادة وضوح المساعدة الإنمائية الرسمية اليابانية بين المواطنين في كل من البلدان المتلقية واليابان من خلال الاستخدام الأمثل للتكنولوجيات المتقدمة والدراية الفنية للشركات اليابانية.

Official Development Aid Loan (ODA)

بيانات القرض

- رقم القرض EG 035
- قيمة القرض 5,854 مليار ين يابانى
- تم توقيع القرض اثناء المؤتمر الدولى للاستثمار بشرم الشيخ فى15 مارس 2015
- بيانات اتفاقيه القرض مع الجايكا
- - يشمل القرض تمويل المكون الاجنبى والمحلى لكل من عقد الخدمات الاستشاريه والتنفيذ.
- -تم تفعيل القرض بتاريخ 25-12-2015
- -مدة السماح للسحب من القرض 10 سنوات تبدأ من 25-12-2015
- -تاريخ نهاية السحب من القرض 25-12-2025
- -يتم سداد القرض على 30 سنه تبدأ من نهاية السحب
- -فائدة القرض 0.10% لعقد التنفيذ & 0.01% لعقد الخدمات الاستشاريه.
- -يتم سداد فوائد القرض اثناء فترة التنفيذ من اصل قيمة القرض.

اهم شروط القرض

- ان يكون الاستشاري يابانى او يابانى مع شريك محلى على الا تقل مشاركة الاستشارى اليابانى عن 50%.
- -ان يكون المقاول شركه يابانيه او يابانيه مع شريك محلى على الا تقل مشاركة الشركه اليابانيه عن 50%.
- - نسبة المكون اليابانى لا يقل عن 30% من قيمة عقد التنفيذ .
- -الالتزام بالخطوط العامه الاسترشاديه للجايكا فى تنفيذ القرض JICA GIUDE LINES
- اجمالى قيمة القرض 5,854 مليار ين يابانى وفى حالة زياده التكلفه الاجماليه عن قيمة القرض يقوم الجانب المصرى بتمويل الفرق من التمويل المحلى .
- -يقوم الجانب المصرى بتمويل الجمارك والضرائب والمصاريف الاداريه.

Conclusions of Technical Evaluation

- Based on the result of evaluation of technical proposals, the technical bids from the following two (2) bidders are both accepted by RGBS-MWRI.
- - Dai Nippon Construction
- - Joint Venture of Taisei Corporation and Orascom Construction

Conclusions of Financial Evaluation

- Based on the result of financial bid evaluation, the following:
- • DNC Bid Price is over than the confidential Cost Estimate by 29.67 %
- • TOC Bid Price is over than the confidential Cost Estimate by 36.01 %
- • As Per Bidding documents ITB 27, RGBS asked the DNC (Lowest Bid Price) to submit Price Break down clarifications for some bill items

Revised Bid Price

DNC's Final Bid Price

Description	L.E.	US$	JPY	Conversion to JPY	Remarks
1-1. Original Bid Price	371,123,358.33	6,597,194.25	2,922,232,995	6,207,166,583	(1) = "Attachment-1"
1-2. Cost Down Proposal	-16,329,132.91	-914,541.66	-336,085,468	-548,599,045	(2) = "Attachment-1"
1-3. Revised Bid Price	354,794,225.42	5,682,652.59	2,586,147,527	**5,658,567,539**	(3) = (1) - (2)

Notes

*1) Original Bid Price: Submitted on May 18, 2021

*2) Cost Down Proposal and Revised Bid Price: Submitted on November21, 2021

Project Cost

New Dirout Group of Regulators

Project Cost		Foreign		Local	All amounts are in JPY equivalent	All amounts are in *US* equivalent	All amounts are in *L.E.* equivalent
		JPY	*US*	*L.E.*	*JPY*	*US*	*L.E.*
Subtotal of Bills(Total of Contract Amount)	(A)	2,586,147,526	5,682,652.59	354,794,225.41	5,658,567,539	51,964,140.62	818,232,335.44
Total for Day Work			0.00	5,011,081.60	34,654,635	318,242.79	5,011,081.47
Total of Comparative items (A)+Day work		2,586,147,526	5,682,652.59	359,805,307.02	5,693,222,174	52,282,383.41	823,243,416.91
Specified Provisional Sums	(B)	22,816,000	0.00	0.00	22,816,000	209,525.44	3,299,207.59
Total of Bills Plus Provisional Sums (A+B)	(C)	2,608,963,526	5,682,652.59	354,794,225.41	5,681,383,538	52,173,666.04	821,531,542.89
Add Provisional Sums for Contingancy Allowance (5% of A)	(D)	129,307,376	284,132.63	17,739,711.27	282,928,376	2,598,207.02	40,911,616.63
Bid Price (C+D)(Carried for word to Form of Bid)	(E)	2,738,270,902	5,966,785.22	372,533,936.68	5,964,311,914	54,771,873.07	862,443,159.52

(A) Accepted Contract Amout (Acc. To Contract Agreement)

(E) The Total Bid Price (Acc. To Contract Agreement)

Exchange Rate (May 18,2021, Sell Price)		
US 1.00	L.E. 15.7461	JPY 108.8937
JPY 1.00	L.E.0.1446	US 0.0092
L.E. 1.00	JPY 6.9156	US 0.0635

Financial Portions

Financial Portions

Financial	JPY Porton	45.70%
	US Portion	10.94%
	L.E. Portion	43.36%

Financial	Foreign Portion	56.64%
	Local Portion	43.36%

CONSTRUCTION CONTRACT

Construction of the New Dirout Group of Regulators

Between

Ministry of Water Resources and Irrigation (MWRI)
Reservoirs and Grand Barrages Sector (RGBS)
[The Employer]

and

Dai Nippon Construction (DNC)
[The Contractor]

Loan Agreement No.: EG-P35

Contract No.: EG-P35/2

Date: 2nd February 2022

Contract Agreement

THIS AGREEMENT made on Wednesday, the 2nd day of *February, 2022*, between
The Reservoirs and Grand Barrages Sector, the Ministry of Water Resources and Irrigation, with registered offices at Cornich El Nile St., Embabah, 12421 Giza, 19th Floor, Egypt, (hereinafter called "the Employer"), of the one part,
And
Dai Nippon Construction, with registered Head Office at 1-3-11, Usa-Minami, Gifu City, Gifu, Japan (hereinafter called "the Contractor"), of the other part,
WHEREAS the Employer desires that the Works known as the Construction of the New Dirout Group of Regulators should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form, read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents

   (a) The Letter of Acceptance;

   (b) The Minutes of Contract Negotiations;

   (c) The revised BOQ reflecting the result of price bid negotiations according to the attached Contractor's updated Bid Price (on November 21, 2021);

   (d) The Updated Construction Schedule;

   (e) The Minutes of Price Bid Negotiation (14 meetings) with its attachments;

   (f) Response for all bidder's Request for Clarifications and the attached summary;

   (g) The Particular Conditions;

   (h) The General Conditions;

   (i) The Technical Specifications;

   (j) The Tender Drawings;

   (k) The Contractor's responses to the Employer's Request for Clarifications for Technical and Financial Offer

   (l) Letter of Technical Bid;

   (m) Letter of Price Bid (original);

   (n) The Completed Schedule (original BOQ);

   (o) Instruction to Bidders, Work Requirements, all other Bidding Documents, and

Mahmoud Rafee

(p) The Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

3. The Accepted Contract Amount based on the Schedule of Quantities, Rates and Prices is:

   Two Billion Five Hundred Eighty-Six Million One Hundred Forty-Seven Thousand Five Hundred Twenty-Six Japanese Yen (JPY 2,586,147,526), Five Million Six Hundred Eighty-Two Thousand Six Hundred Fifty-Two and 59/100 U.S. Dollars (USD 5,682,652.59) and Three Hundred Fifty-Four Million Seven Hundred Ninety-Four Thousand Two Hundred Twenty-Five and 41/100 Egyptian Pound (EGP 354,794,225.41).

4. The Total Bid Price (The Accepted Contract Amount + The Specified Provisional Sum + Contingencies) based on the Schedule of Quantities, Rates and Prices is:

   Two Billion Seven Hundred Thirty-Eight Million Two Hundred Seventy Thousand Nine Hundred and Two Japanese Yen (JPY 2,738,270,902), Five Million Nine Hundred Sixty-Six Thousand Seven Hundred Eighty-Five and 22/100 U.S. Dollars (USD 5,966,785.22) and Three Hundred Seventy-Two Million Five Hundred Thirty-Three Thousand Nine Hundred Thirty-Six and 69/100 Egyptian Pound (EGP 372,533,936.69).

5. The Agreed Advance Payment is 25% of the accepted contract amount of each currency against the accepted Letter of Guarantee.

6. The Performance Security Amount is 5% of the accepted contract amount of each currency.

7. The Project duration is Forty-Eight (48) months from The Commencement Date and (365) days as a Defects Notification Period.

8. In consideration of the payment to be made by the Employer to the Contractor as specified in this agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the contract.

9. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

10. The Contract shall be subjected to the legal review of the Egyptian Council of State according to the laws of Arab Republic of Egypt. Both of the Employer and the Contractor accept to come to an agreement on the basis of such recommendations.

Mahmoud Aslee

11. In compliance with the L/A (Loan Agreement), the total cost of goods and services procured from Japan shall not be less than thirty percent (30%) of the total amount of the Contract to be financed under Category A "Civil Works and Equipment".

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Arab Republic of Egypt on the day, month and year specified above.

Employer:
Ministry of Water Resources and Irrigation
Cornich El Nile St., Embabah, 12421 Giza, 19th Floor, Egypt

Eng. Ezzeledin Mahmoud Teleb
General Director, NDGRs Resident Engineer

Mahmoud Rafee

Eng. Mahmoud Rafee Mohamed Ebrahim
Head of Central Department for Studies & Designs

Eng. Ehab Abdallah El-Gohary
Head of Reservoirs and Grand Barrages Sector

For and on behalf of the Employer

Contractor:

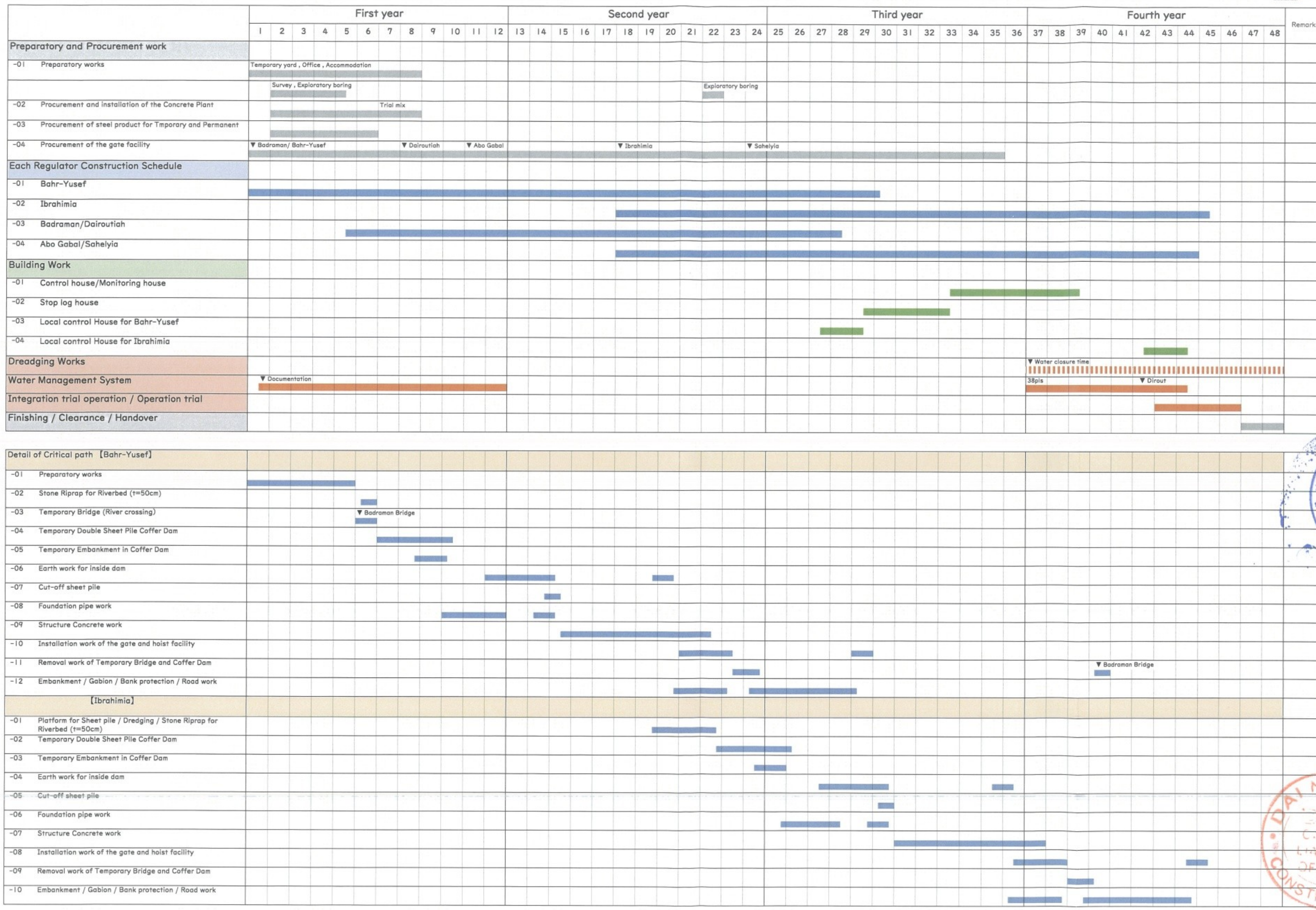
Dai Nippon Construction
1-3-11, Usa-Minami, Gifu City, Japan

Eng. Hidemi HATANO
Director, Executive Officer
General Manager, International Division

For and on behalf of the Contractor

DAI NIPPON CONSTRUCTION DNC CAIRO LIASON OFFICE

CONSTRUCTION OF THE NEW DIROUT GROUP OF REGULATORS - OVER ALL CONSTRUCTION SCHEDULE



SANYU CONSULTANTS INC.

DAI NIPPON CONSTRUCTION CAIRO LIAISON OFFICE

7/2

PART I

- \- Contract Agreement
- (a) The Letter of Acceptance
- (b) The Minutes of Contract Negotiations

PART II

- (c) The revised BOQ reflecting the result of price bid negotiations according to the attached Contractor's updated Bid Price (on November 21, 2021)

PART III

- (d) The Updated Construction Schedule
- (e) The Minutes of Price Bid Negotiation (14 meetings) with its attachments

PART IV

- (f) Response for all bidder's Request for Clarifications and the attached summary

PART V

- (g) The Particular Conditions
- (h) The General Conditions

PART VI

- (i) The Technical Specifications

PART VII

- (j) The Tender Drawings

PART VIII

- (k) The Contractor's responses to the Employer's Request for Clarifications for Technical and Financial Offer

PART IX

- (l) Letter of Technical Bid

PART X

- (m) Letter of Price Bid (original)
- (n) The Completed Schedule (original BOQ)

PART XI

- (o) Instruction to Bidders, Work Requirements, all other Bidding Documents
- (p) The Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

DAI NIPPON CONSTRUCTION • DNC. CAIRO LIAISON OFFICE

الدفعة المقدمة :" Advance Payment"

- يدفع صاحب العمل الى المقاول دفعة مقدمة ، كقرض بدون فائدة لاغراض التجهيز
- وذلك بعد ان يكون صاحب العمل قد تسلم ضمان الاداء وقدرها 5% من قيمة العقد المقبوله (Performance Security)
- قيمة الدفعة المقدمه 25% من قيمة العقد المقبوله.
- يبدأ الخصم من المستخلص الذى يلى شهادة الدفع التي تبلغ قيمتها (باستثناء الدفعة المقدمة) ما يتجاوز (30%) من قيمة العقد المقبولة مخصوماً منها المبالغ الاحتياطية .
- يتم اجراء الخصم بالنسبة المحدده فى العقد من قيمة كل شهادة دفع وقدرها 42%

باستثناء قيمة الدفعة المقدمة.

يتم استرداد كامل الدفعه المقدمه عند تجاوز ماتم دفعه 90% من قيمه العقد المقبوله.

الموقف الان حتى المستخلص رقم 19 ابريل 2024 تم استردادالمبالغ الاتيه حسب الجدول الاتى:

Advance Payment Deduction

ADVANCE PAYMENT DEDUCTION									
Advance Payment	646,536,882.000		JPY	1,420,663.150		US$	88,698,556.350		LE
	This Month	Cumulative	%	This Month	Cumulative	%	This Month	Cumulative	%
Statment 17	139,672,813.980	139,672,813.980	21.60%	186,594.900	186,594.900	13.13%	5,009,548.510	5,009,548.510	5.65%
Statment 18	3,394,472.000	143,067,285.980	22.13%	4,305.040	190,899.940	13.44%	792,064.040	5,801,612.550	6.54%
Statment 19	1,732,061.000	144,799,346.980	22.40%	2,212.450	193,112.390	13.59%	802,321.760	6,603,934.310	7.45%

الدفعات :" Payment"

- يتعين على المقاول ان يقدم الى المهندس بعد نهاية كل شهر كشف المطالبة بالدفع ومرفقاً به الوثائق المؤيدة .
- الاستشارى لا يعتبر ملزما باصدار أي شهادة دفع مرحلية ، اذا كانت قيمتها (بعد خصم المحتجزات والاستقطاعات الاخرى) اقل من الحد الادنى وهو 0.4%.من قيمة العقد

0..4% Contract Price	JPY	US	LE	Equi.JPY
	10,344,590.10	22,730.61	1,419,176.90	22,634,270.00

- يتعين على صاحب العمل ان يدفع للمقاول المبلغ المعتمد في كل شهادة دفع مؤقتة في غضون 56 يومًا بعد استلام طلب المقاول والمستندات الداله على الدفع(CFP(Claim for Payment.

" Delayed Payment ": الدفعات المتأخرة

- اذا لم يتسلم المقاول أي دفعة مستحقة له فى الوقت المحدد، فانه يحق له ان يتقاضى نفقات التمويل عن اية مبالغ يتأخر دفعها له ، بحساب مركب شهرياً عن مدة التأخير وتحسب على اساس نسبة الخصم السنوية التي يحددها البنك المركزي في دولة عملة الدفع ، مضافاً اليها (3%) ويتعين دفعها بالعملة المحدّدة لها .

مثال على الدفعات المتاخرة

							Financing Charges No.1									
Statment No.	Entiteled Amount	Withholding Tax		net due amount	CFP	Receipt Submit Date	Due Date	Receiving Date	Delay Period date	After request from	Descounte rate +3%	Financing charge	up to 30 day	2ed 30 days	3 rd 30days	4th 30days
1	4,166,116.430	416,611.643		3,749,504.787	06-Dec-22	**12-Dec-22**	06-Feb-23	22-Feb-23	16	15	19.75%	30,432.624				
2	6,489,485.000	424,670.840	8,757.280	6,056,056.880	19-Jan-23	13-Feb-23	10-Apr-23	12-Apr-23	2	1	21.75%	3,608.746				
3	6,628,724.270	111,496.720	22,824.640	6,494,402.910	20-Feb-23	28-Feb-23	25-Apr-23	25-Jun-23	61	60	21.75%	234,272.606	116,098.573	118,174.033	0.000	
7	5,700,000.000	155,452.150	9.320	5,544,538.530	12-Jun-23	14-Jun-23	09-Aug-23	16-Aug-23	7	6	22.75%	20,735.055				
8	17,459,785.190	293,583.840	-658.250	17,166,859.600	02-Aug-23	15-Aug-23	10-Oct-23	27-Dec-23	78	77	22.75%	836,759.971	320,996.758	326,998.958	188,764.255	
9	2,688,085.350	52,987.370	-6.920	2,635,104.900	29-Aug-23	10-Sep-23	05-Nov-23	23-Nov-23	18	17	22.75%	27,921.283				
10	1,000,000.000	104,785.250	-154.840	895,369.590	08-Oct-23	15-Oct-23	10-Dec-23	13-Dec-23	3	2	22.75%	1,116.146				
12	4,600,000.000	152,819.350	177.690	4,447,002.960	25-Dec-23	27-Dec-23	21-Feb-24	04-Mar-24	12	11	24.75%	33,169.769				
												1,188,016.200				
VAT for Statement no.																
1				2,133,009.500		14-Dec-22	08-Feb-23	05-Mar-23	25	21	19.75%	28,854.067				
3				552,688.480		01-Mar-23	26-Apr-23	16-Aug-23	101	101	21.75%	33,994.338	9,880.253	10,056.879	10,236.663	3,820.542
				552,688.480					11	10	22.75%	4,022.394				
4				854,921.500		03-May-23	28-Jun-23	16-Aug-23	38	38	21.75%	19,431.559	15,283.186	4,148.373		
				854,921.500					11	10	22.75%	5,994.708				
5				2,774,706.610		23-May-23	18-Jul-23	16-Aug-23	18	18	21.75%	29,761.579				
				2,774,706.610					11	10	22.75%	19,227.895				
6				613,909.060		05-Jun-23	31-Jul-23	16-Aug-23	5	5	21.75%	1,829.113				
				613,909.060					11	10	22.75%	4,221.602				
7				777,260.750		20-Jun-23	15-Aug-23	18-Sep-23	34	33	22.75%	16,507.774	14,533.711	1,974.063		
8				1,467,919.220		15-Aug-23	10-Oct-23	23-Nov-23	44	43	22.75%	40,496.695	27,448.079	13,048.616		
9				264,936.820		10-Sep-23	05-Nov-23	23-Nov-23	18	17	22.75%	2,972.373				
10				523,926.230		15-Oct-23	10-Dec-23	13-Dec-23	3	2	22.75%	979.670				
									0			**208,293.767**				
Permenant Material																
-1				5,875,943.740		18-Oct-22	13-Dec-22	29-Dec-22	11	11	16.75%	29,661.442				
									5	4	19.75%	15,977.493				
-7				3,512,016.600		24-Dec-23	18-Feb-24	05-Mar-24	16	15	24.75%	38,102.975				
												83,741.910				
												1,480,051.877				

Bill nos1. General Items

BILL OF QUANTITIES

Item No.	Description	Unit	Contract Amount			Varied Amount			New Contract Amount			Claim Amount								
												JPY Amount			US$ Amount			LE Amount		
			JPY	US$	LE	JPY	US$	LE	JPY	US$	LE	Previous	This Month	Cumulative	Previous	This Month	Cumulative	Previous	This Month	Cumulative
Section Summary of Bill nos1.																				
Bill nos1. General Items																				
01-1	Contractors Temporary Facilities	L.S	29,327,396	71,883.27	21,555,004.89	0	0.00	0.00	29,327,396	71,883.27	21,555,004.89	20,489,126	0	20,489,126	50,230.44	0.00	50,230.44	15,071,633.13	0.00	15,071,633.13
01-2	Telephone and Radio Communication System	L.S	568,073	899.06	495,878.11	0	0.00	0.00	568,073	899.06	495,878.11	397,651	0	397,651	629.34	0.00	629.34	347,114.68	0.00	347,114.68
01-3	Laboratory and Laboratory Test	L.S	13,353,128	11,737.76	3,260,912.51	0	0.00	0.00	13,353,128	11,737.76	3,260,912.51	9,347,190	0	9,347,190	8,216.43	0.00	8,216.43	2,282,638.76	0.00	2,282,638.76
01-4	Medical and First aid Facilities	L.S	3,099,298	4,051.17	2,156,776.94	0	0.00	0.00	3,099,298	4,051.17	2,156,776.94	2,169,509	0	2,169,509	2,835.82	0.00	2,835.82	1,509,743.86	0.00	1,509,743.86
01-5	Assistance to Engineer's Staff	L.S	5,297,182	3,521.33	1,500,157.21	0	0.00	0.00	5,297,182	3,521.33	1,500,157.21	2,118,873	0	2,118,873	1,408.53	0.00	1,408.53	600,062.88	0.00	600,062.88
01-6	Construction Drawings and As-built Drawings	L.S	1,106,937	1,751.91	966,259.93	0	0.00	0.00	1,106,937	1,751.91	966,259.93	269,539	138,478	408,017	426.59	219.16	645.75	235,284.29	120,879.12	356,163.41
01-7	Reports, Photographs and Videos	L.S	2,296,938	2,634.40	1,362,008.56	0	0.00	0.00	2,296,938	2,634.40	1,362,008.56	559,304	287,347	846,651	641.48	329.56	971.04	331,649.08	170,387.28	502,036.36
01-8	Conception Drawings	L.S	710,465	1,124.42	620,174.35	0	0.00	0.00	710,465	1,124.42	620,174.35	710,465	0	710,465	1,124.42	0.00	1,124.42	620,174.35	0.00	620,174.35
01-9	Project Signboard	L.S	415,692	173.61	51,727.86	0	0.00	0.00	415,692	173.61	51,727.86	415,692	0	415,692	173.61	0.00	173.61	51,727.86	0.00	51,727.86
01-10	Temporary Access Roads	L.S	45,700,912	210,335.04	13,446,340.14	0	0.00	0.00	45,700,912	210,335.04	13,446,340.14	32,832,086	0	32,832,086	160,179.44	0.00	160,179.44	9,775,892.96	0.00	9,775,892.96
01-11	Temporary works for Structure Construction	L.S	204,532,895	2,205,159.65	74,909,034.65	0	0.00	0.00	204,532,895	2,205,159.65	74,909,034.65	68,976,685	0	68,976,685	755,845.25	0.00	755,845.25	26,698,686.17	0.00	26,698,686.17
01-12	Exploratory Boring	L.S	2,866,935	5,886.45	1,504,953.15	222,502	239.98	277,129.26	3,089,437	6,126.43	1,782,082.41	3,089,422	0	3,089,422	6,126.43	0.00	6,126.43	1,782,082.41	0.00	1,782,082.41
01-13	Plate Load Test for 2 Local Control and Stop Log buildings	L.S	418,824	372.27	178,915.20	0	0.00	0.00	418,824	372.27	178,915.20	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-14	Performance Security	L.S	3,385,083	955.82	91,884.15	0	0.00	0.00	3,385,083	955.82	91,884.15	3,385,083	0	3,385,083	955.82	0.00	955.82	91,884.15	0.00	91,884.15
01-15	Insurance of Works and Contractor's Equipment	L.S	58,495,985	19,725.41	3,963,017.44	0	0.00	0.00	58,495,985	19,725.41	3,963,017.44	0	0	0	145,632.00	0.00	145,632.00	0.00	0.00	0.00
01-16	Third Party Insurance	L.S	2,628,001	742.05	71,334.07	0	0.00	0.00	2,628,001	742.05	71,334.07									
01-17	Insurance for accident or injury to workmen	L.S	6,422,608	4,039.95	1,671,420.76	0	0.00	0.00	6,422,608	4,039.95	1,671,420.76	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-18	As-built Survey	L.S	953,565	1,509.17	832,378.92	0	0.00	0.00	953,565	1,509.17	832,378.92	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-19	Factory Tests and Inspection	L.S	3,392,211	18,845.66	2,463,445.53	0	0.00	0.00	3,392,211	18,845.66	2,463,445.53	1,607,908	83,448	1,691,356	8,932.84	463.61	9,396.45	1,167,673.18	60,600.76	1,228,273.94
01-20	Dredging Works	L.S	15,920,000	29,600.00	10,086,400.00	0	0.00	0.00	15,920,000	29,600.00	10,086,400.00	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-21	Supply and Installing Permanent Power Transformer	L.S	65,786	104.11	57,426.06	0	0.00	0.00	65,786	104.11	57,426.06	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-22	Decoration Works for Regulators	L.S	201,035	318	175,487	0	0.00	0.00	201,035	318.17	175,486.67	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
	Total carried forward to Grand Summary	L.S	401,158,949	2,595,370.68	141,420,937.10	222,502	239.98	277,129.26	401,381,451	2,595,610.66	141,698,066.36	146,368,533	509,273	146,877,806	1,143,358.44	1,012.33	1,144,370.77	60,566,247.76	351,867.16	60,918,114.92

Ground Summary

Ground Summary

Item No.	Description	Unit	Contract Amount			Varied Amount			New Contract Amount			Claim Amount									% Complete
												JPY Amount			US$ Amount			LE Amount			
			JPY	US$	LE	JPY	US$	LE	JPY	US$	LE	Previous	This Month	Cumulative	Previous	This Month	Cumulative	Previous	This Month	Cumulative	
1	**Works Executed**																				
nos1	General Items	LS	401,158,949	2,595,370.68	141,420,937.10	222,502	239.98	277,129.26	401,381,451	2,595,610.66	141,698,066.36	146,368,533	509,273	146,877,806	1,143,358.44	1,012.33	1,144,370.77	60,566,247.76	351,867.16	60,918,114.92	41.69%
nos2	Bahr Yusef Regulator	LS	954,737,063	1,030,431.66	69,031,661.50	10,230,234	20,366.68	3,934,259.08	964,967,297	1,050,798.34	72,965,920.58	99,701,414	9,306,288	109,007,702	257,558.54	11,407.32	268,965.86	37,624,400.70	2,721,488.92	40,345,889.62	27.02%
nos3	Ibrahimia Regulator	LS	946,938,205	917,449.58	65,490,079.21	(1,826,789)	(1,872.54)	(1,641,679.04)	945,111,416	915,577.04	63,848,400.17	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
nos4	Badraman Regulator	LS	29,797,565	82,571.83	6,841,613.88	8,144,174	13,233.32	3,127,472.96	37,941,739	95,805.15	9,969,086.84	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
nos5	Diroutiah Regulator	LS	36,571,009	95,729.07	8,496,667.00	6,247,239	11,472.40	2,910,155.03	42,818,248	107,201.47	11,406,822.03	27,483,188	7,750	27,490,938	83,111.15	14.24	83,125.39	6,799,342.49	5,249.84	6,804,592.33	79.05%
nos6	Abo Gabal Regulator	LS	50,833,647	208,106.59	13,165,910.06	141,748	(1,314.45)	191,865.02	50,975,395	206,792.14	13,357,775.08	5,119,678	0	5,119,678	10,967.57	0.00	10,967.57	2,186,923.15	0.00	2,186,923.15	13.03%
nos7	Sahelyia Regulator	LS	30,571,346	111,743.72	7,601,792.41	112,679	(1,677.67)	115,427.42	30,684,025	110,066.05	7,717,219.83	2,696,218	0	2,696,218	5,943.29	0.00	5,943.29	1,113,588.64	0.00	1,113,588.64	11.59%
nos8	Other Works for Regulator Works	LS	102,610,999	588,171.95	15,177,193.02	48,312	79.86	34,058.64	102,659,311	588,251.81	15,211,251.66	414,925	0	414,925	19,797.85	0.00	19,797.85	63,922.16	0.00	63,922.16	1.11%
nos9	Building Works	LS	12,698,917	20,041.97	10,811,533.04	0	0.00	0.00	12,698,917	20,041.97	10,811,533.04	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
nos10	Integrated Water Management	LS	20,229,826	33,035.54	16,756,838.19	0	0.00	0.00	20,229,826	33,035.54	16,756,838.19	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
SUMMARY		**LS**	2,586,147,526	5,682,652.59	354,794,225.41	23,320,097	40,527.58	8,948,688.36	2,609,467,623	5,723,180.17	363,742,913.77	281,783,956	9,823,311	291,607,267	1,520,736.84	12,433.89	1,533,170.73	108,354,424.90	3,078,605.92	111,433,030.82	21.72%
			Varied Amount %			**0.90%**	**0.71%**	**2.52%**													

Item No.	Description	Unit	Contract Amount			Claim Amount								
						JPY Amount			US$ Amount			LE Amount		
			JPY	US$	LE	Previous	This Month	Cumulative	Previous	This Month	Cumulative	Previous	This Month	Cumulative
2	Varied Works	LS												
3	Provisional Sum	LS												
4	Any amounts for changes in Legis	LS												
6	Price Adjustment	LS				30,159,187	1,250,866	31,410,053	278,013.46	2,535.82	280,549.28	48,937,940.71	2,354,640.35	51,292,581.06
9	Plant and Materials for the Permanent Works	LS				0	0	0	915,274.88	0.00	915,274.88	0.00	0.00	0.00
11	Repayment of Advance Payment	LS												
12	Any other additions or deductions under the Contract incl. Claims, disputes and Arbitration	LS				0	2,965,403	2,965,403	0.00	43,270.91	43,270.91	0.00	2,043,887.46	2,043,887.46
SUMMARY		**LS**				30,159,187	4,216,269	34,375,456	1,193,288.34	45,806.73	1,239,095.07	48,937,940.71	4,398,527.81	53,336,468.52

Monthly Statement (For Executed Works) No. 19 for April 2024

Item No.	Description	Cumulative Amount of the Works Executed (up to Last Month)			Amount of the Works Executed (This Month)			Cumulative Amount the Works Executed (up to This Month)		
		JPY	US$	LE	JPY	US$	LE	JPY	US$	LE
1	Estimated Contract Value of the Works Executed	945,037,641	2,315,938.31	144,588,961.28	4,123,954	5,267.73	1,910,289.90	949,161,595	2,321,206.04	146,499,251.18
2	Varied Works in accordance with Sub-Clause 13. 1	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
3	Provisional Sum in accordance with Sub-Clause 13. 5	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
4	Any amounts for changes in Legislation	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
5	Sub-Total (1+2+3+4)	945,037,641	2,315,938.31	144,588,961.28	4,123,954	5,267.73	1,910,289.90	949,161,595	2,321,206.04	146,499,251.18
6	Price adjustment in accordance with Sub-Clause 13. 8	72,016,825	347,050.49	70,855,329.30	43,429,851	90,148.91	15,137,104.50	115,446,676	437,199.40	85,992,433.80
7	Sub-Total (5+6)	1,017,054,466	2,662,988.80	215,444,290.58	47,553,805	95,416.64	17,047,394.40	1,064,608,271	2,758,405.44	232,491,684.98
8	Retention 5% x (7) up to 5% of Accepted Contract Price	50,852,723	133,149.44	10,772,214.53	2,377,691	4,770.83	852,369.72	53,230,414	137,920.27	11,624,584.25
9	Plant and Materials for the Permanent Works	0	844,764.11	0.00	0	0.00	0.00	0	844,764.11	0.00
10	Advance Payment	646,536,882	1,420,663.15	88,698,556.35	0	0.00	0.00	646,536,882	1,420,663.15	88,698,556.35
11	Deducted Amount as Repayment of Advance Payment mentioned the above 10. (Contract Amount) x25% - 30% - 90% - [Repayment amortization rate =42%] - (1 x 42%)	143,067,285	190,900.74	5,801,612.55	1,732,061	2,212.45	802,321.76	144,799,346	193,113.19	6,603,934.31
12	Any other additions or deductions under the Contract incl. Claims, disputes and Arbitration	2,965,403	43,270.91	2,043,887.46	0	0.00	0.00	2,965,403	43,270.91	2,043,887.46
13	Sub-Total (7+9 +10+12)	1,666,556,751	4,971,686.98	306,186,734.39	47,553,805	95,416.64	17,047,394.40	1,714,110,556	5,067,103.62	323,234,128.79
14	Sub-Total (8+11) Deduct	193,920,008	324,050.18	16,573,827.08	4,109,752	6,983.28	1,654,691.48	198,029,760	331,033.46	18,228,518.56
15	Total Amount Due (13-14)	1,472,636,743	4,647,636.80	289,612,907.31	43,444,054	88,433.36	15,392,702.92	1,516,080,796	4,736,070.16	305,005,610.23
16	Amount of the Works Executed (This Month) (15-16)				43,444,054	88,433.36	15,392,702.92			
1)	Total Amount Financed by JICA	1,472,636,743	4,647,636.80	188,480,711.07						
2)	Total Amount Financed by Local			101,132,196.24						

We hereby confirm the request for the payment of the amount of JPY 43,444,054 (Forty-three million, four hundred forty-four thousand and fifty-four Japanese Yen), US$ 88,433.36 (Eighty-eight thousand, four hundred thirty-three dollars and thirty-six cents), and LE 15,392,702.92 (Fifteen million, three hundred ninety-two thousand, seven hundred and two Egyptian Pounds and ninety-two Piastres) under the Statement No. 19 for the Contract No. EG-P35/2 (JICA Loan No. EG-P35) for Construction of the New Dirout Group of Regulators, and request to execute payment within a specified period under Sub-Clause 14. 7 of the General Conditions of Contract. This payment shall be paid directly to the following bank account of the Contractor.

Finance Source	JPY Amount for JICA Loan	US$ Amount for JICA Loan	LE Amount for JICA Loan	LE Amount for Local Finance
Bank and Branch Name	MUFG Bank, Ltd Yaesudori Branch	MUFG Bank, Ltd Yaesudori Branch	Commercial International Bank, Gazirat Elarab branch	Commercial International Bank, Gazirat Elarab branch
Account Name	Dai Nippon Construction	Dai Nippon Construction	DNC EGYPT BRANCH	DNC EGYPT BRANCH
Account Number	1886311	0100138	100008887847	100008887847
Swift Code	BOTKJPJT	BOTKJPJT	CIBEEGCX	CIBEEGCX
Letter of Credit Number				

Price Adjustment ضبط الاسعار

- يتم تطبيق القانون رقم 182 لسنة 2018 ووفقا لللائحة التنفيذيه
- - يتم تعديل الأسعار على المبالغ التي أصدر المقاول فواتير بها بعد خصم جزء الدفعة المقدمة.
- - لا يجوز تطبيق أي تعديل على الأسعار خلال فترات التأخير التي يكون المقاول مسئولاً عنها.
- - التاريخ الاساسي القياسى للبنود المتغيرة هو تاريخ فتح المظاريف.
- - يجب ان يتضمن العطاء المعاملات والاوزان للبنود المتغيرة فى المظروف الفنى والسابق تحديدها من جهة الاسناد.
- المعامل هوالنسبه التى يحددها المقاول للبنود الخاضعه للتعديل لا تكون صفر ويجب ان يقل مجموعها عن 100%
- تكون نسبه الزياده او النقص فى الاسعار = الرقم القياسى وقت الدفع مطروحا منه الرقم القياسى عند فتح المظاريف مقسوما على الرقم القياسى عند فتح المظاريف
- تكون المحاسبه على الفروق= قيمه الاعمال مضروبا فى المعامل مضروبا فى نسبة التغيير

Calculation of Price Adjustment for Mar.2024

Item No.	Description				Weight Rate	INDEX base month		INDEX this month		Index fluctuation	Adjustment
					(1)	(2)		(3)		(4) = $\frac{(3) - (2)}{(2)}$ x 100	(5) = (1) x (4)
AA	**LOCAL CURRENCY**	**(#18_Mar 2024)**									
	LE PORTION	**Central Agency for Public Mobilization & Statistics**			100%						
	LABOUR	Consumer Price Index (CPI)	TOTAL EGYPT	All Item (2018/2019 =100)	20%	112.90	May 2021	221.60	Mar 2024	96.27%	19.25%
	CEMENT	Producer Price Index (PPI)	Products selected from Central Product classification	Portland Cement (Jan 2016=100)	15%	146.20	May 2021	365.30	Mar 2024	149.86%	22.47%
	REBAR	Producer Price Index (PPI)	Table (4) Manufacturing	Manufacture of Bars and Rods, hot rolled (Jan 2016=100)	20%	313.70	May 2021	1289.80	Mar 2024	311.15%	62.23%
	EQUIPMENT	Producer Price Index (PPI)	Table (4) Manufacturing	manufacture of machinery for mining, quarrying and construction (Jan 2016=100)	15%	165.40	May 2021	641.00	Mar 2024	287.54%	43.13%
	FUEL	Producer Price Index (PPI)	Table (10) Major Groups by End use	Fuel (Jan 2016=100)	3%	225.00	May 2021	280.30	Mar 2024	24.57%	0.73%
	NON ADJUSTABLE				27%	100.00	□	100.00	□	0.00%	0.00%
									Pn : Adjustment Multiplier (LE) = ∑ (5) =		**147.81%**
BB	**FOREIGN CURRENCY US DOLLAR**	**(#18_Mar 2024)**									
	LABOUR	Ministry of Health, Labour and Welfare, JAPAN	TBL-T-1 Wage Indices Contractual Cash Earnings	Industries Covered 30 or more (2020 average =100)	10%	100.60	May 2021	106.50	Mar 2024	5.86%	0.58%
	MATERIAL	Construction Research Institute, JAPAN	Construction general index by intermediate classification □Tokyo□ (2), Hot rolled steel	Hot rolled steel (2015 average =100)	55%	125.10	May 2021	181.30	Mar 2024	44.92%	24.70%
	EQUIPMENT	Ministry of Industrial Affairs and Communications, JAPAN	Table 2-1 Goods and Services Group Index for Japan	Industrial products (2020 average =100)	15%	100.80	May 2021	113.50	Mar 2024	12.59%	1.88%
	NON ADJUSTABLE				20%	100.00	□	100.00	□	0.00%	0.00%
									Pn : Adjustment Multiplier (US$) = ∑ (3) =		**27.16%**
CC	**FOREIGN CURRENCY JAPANESE YEN**	**(#18_Mar 2024)**									
	LABOUR	Ministry of Health, Labour and Welfare, JAPAN	TBL-T-1 Wage Indices Contractual Cash Earnings	Industries Covered 30 or more (2020 average =100)	10%	100.60	May 2021	106.50	Mar 2024	5.86%	0.58%
	MATERIAL	Construction Research Institute, JAPAN	Construction Material Price Index, Index by Sectors [Tokyo]	Construction General Index (2015 average =100)	55%	106.60	May 2021	135.80	Mar 2024	27.39%	15.06%
	EQUIPMENT	Ministry of Industrial Affairs and Communications, JAPAN	Table 2-1 Goods and Services Group Index for Japan	Industrial products (2020 average =100)	15%	100.80	May 2021	113.50	Mar 2024	12.59%	1.88%
	NON ADJUSTABLE				20%	100.00	□	100.00	□	0.00%	0.00%
									Pn : Adjustment Multiplier (US$) = ∑ (3) =		**17.52%**

Price Adjustment for Apr.2024

Price Adjustment US DOLLAR

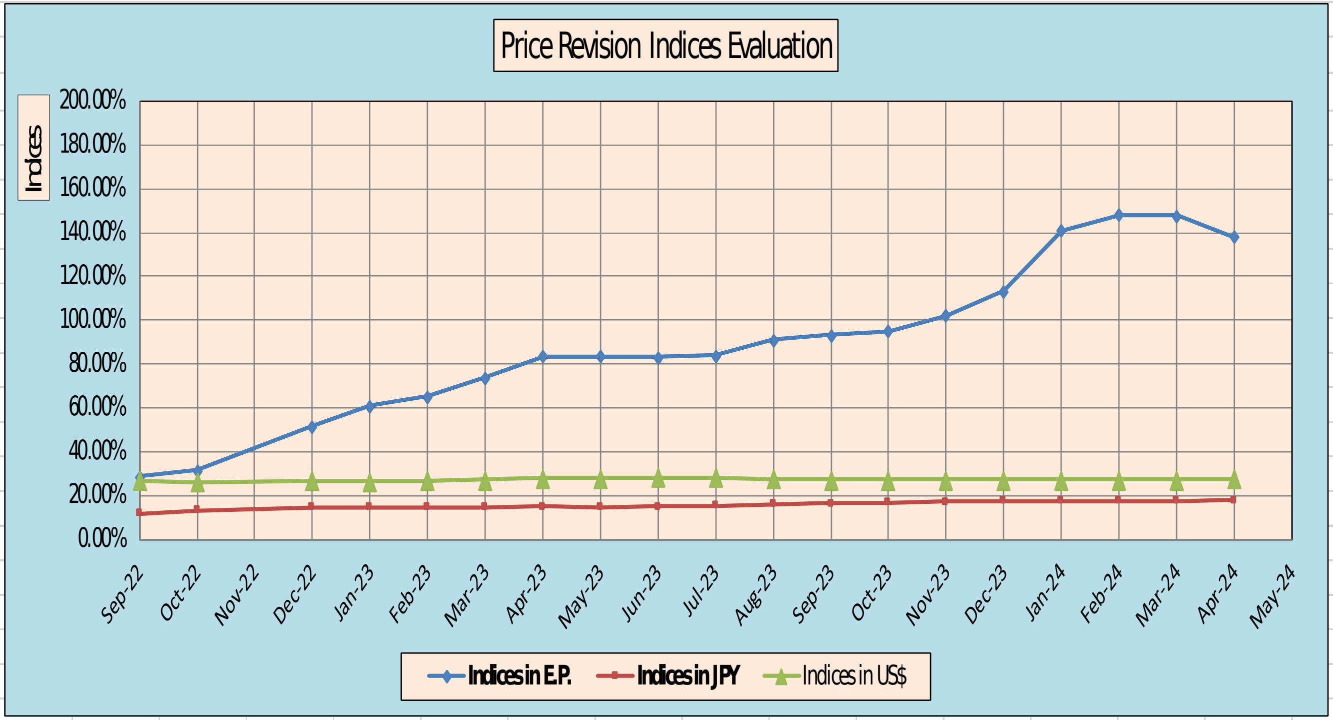
Item No.	Description				Weight Rate	INDEX base month		INDEX this month		Index fluctuation	Adjustment
					(1)	(2)		(3)		$(4) = \frac{(3)-(2)}{(2)} \times 100$	(5) = (1) x (4)
AA	**LOCAL CURRENCY**	**(#19_Apr 2024)**									
	LE PORTION	**Central Agency for Public Mobilization & Statistics**			100%						
	LABOUR	Consumer Price Index (CPI)	TOTAL EGYPT	All Item (2018/2019 =100)	20%	112.90	May 2021	223.60	Mar 2024	98.05%	19.61%
	CEMENT	Producer Price Index (PPI)	Products selected from Central Product classification	Portland Cement (Jan 2016=100)	15%	146.20	May 2021	365.30	Mar 2024	149.86%	22.47%
	REBAR	Producer Price Index (PPI)	Table (4) Manufacturing	Manufacture of Bars and Rods, hot rolled (Jan 2016=100)	20%	313.70	May 2021	1128.90	Mar 2024	259.86%	51.97%
	EQUIPMENT	Producer Price Index (PPI)	Table (4) Manufacturing	manufacture of machinery for mining, quarrying and construction (Jan 2016=100)	15%	165.40	May 2021	641.00	Mar 2024	287.54%	43.13%
	FUEL	Producer Price Index (PPI)	Table (10) Major Groups by End use	Fuel (Jan 2016=100)	3%	225.00	May 2021	289.60	Mar 2024	28.71%	0.86%
	NON ADJUSTABLE				27%	100.00	[illegible]	100.00	[illegible]	0.00%	0.00%
									Pn : Adjustment Multiplier (LE) =∑ (5) =		**138.04%**
BB	**FOREIGN CURRENCY US DOLLAR**	**(#19_Apr 2024)**									
	LABOUR	Ministry of Health, Labour and Welfare, JAPAN	TBL-T-1 Wage Indices Contractual Cash Earnings	Industries Covered 30 or more (2020 average =100)	10%	100.60	May 2021	108.00	Mar 2024	7.35%	0.73%
	MATERIAL	Construction Research Institute, JAPAN	Construction general index by intermediate classification（Tokyo）(2), Hot rolled steel	Hot rolled steel (2015 average =100)	55%	125.10	May 2021	181.30	Mar 2024	44.92%	24.70%
	EQUIPMENT	Ministry of Industrial Affairs and Communications, JAPAN	Table 2-1 Goods and Services Group Index for Japan	Industrial products (2020 average =100)	15%	100.80	May 2021	114.10	Mar 2024	13.19%	1.97%
	NON ADJUSTABLE				20%	100.00	[illegible]	100.00	[illegible]	0.00%	0.00%
									Pn : Adjustment Multiplier (US$) =∑(3) =		**27.40%**
CC	**FOREIGN CURRENCY JAPANESE YEN**	**(#19_Apr 2024)**									
	LABOUR	Ministry of Health, Labour and Welfare, JAPAN	TBL-T-1 Wage Indices Contractual Cash Earnings	Industries Covered 30 or more (2020 average =100)	10%	100.60	May 2021	108.00	Mar 2024	7.35%	0.73%
	MATERIAL	Construction Research Institute, JAPAN	Construction Material Price Index, Index by Sectors [Tokyo]	Construction General Index (2015 average =100)	55%	106.60	May 2021	135.80	Mar 2024	27.39%	15.06%
	EQUIPMENT	Ministry of Industrial Affairs and Communications, JAPAN	Table 2-1 Goods and Services Group Index for Japan	Industrial products (2020 average =100)	15%	100.80	May 2021	114.10	Mar 2024	13.19%	1.97%
	NON ADJUSTABLE				20%	100.00	[illegible]	100.00	[illegible]	0.00%	0.00%
									Pn : Adjustment Multiplier (US$) =∑(3) =		**17.76%**

Price Adjustment Calculation (for Local Currency LE)

Item No.	Description		Weight Rate	INDEX base month		INDEX this month		Index fluctuation	Adjustment
			(1)	(2)		(3)		(4)=(3)-(2)/ (2)	(5) = (1) x (4)
	Central Agency for Public Mobilization & Statistics								
AA	LOCAL CURRENCY	(#14_Nov 2023)							
	LE PORTION	Central Agency f	100%						
	LABOUR	Consumer Price Index (CPI)	20%	112.90	May 2021	191.80	Nov. 2023	69.88%	13.97%
	CEMENT	Producer Price Index (PPI)	15%	146.20	May 2021	316.00	Nov. 2023	116.14%	17.42%
	REBAR	Producer Price Index (PPI)	20%	313.70	May 2021	998.50	Nov. 2023	218.29%	43.65%
	EQUIPMENT	Producer Price Index (PPI)	15%	165.40	May 2021	454.50	Nov. 2023	174.78%	26.21%
	FUEL	Producer Price Index (PPI)	3%	225.00	May 2021	282.20	Nov. 2023	25.42%	0.76%
	NON ADJUSTABLE		27%	100.00	▯	100.00	▯	0.00%	0.00%
						Pn : Adjustment Multiplier (LE) =∑(5) =			102.01%

Price Adjustment for local currency

	Indices in E.P.	Indices in JPY	Indices in US$
May-21			
Sep-22	28.67%	11.57%	26.65%
Oct-22	31.43%	13.09%	26.10%
Dec-22	51.52%	14.41%	26.61%
Jan-23	60.70%	14.55%	26.54%
Feb-23	65.28%	14.42%	26.62%
Mar-23	73.73%	14.55%	27.17%
Apr-23	83.52%	14.83%	27.97%
May-23	83.63%	14.70%	27.94%
Jun-23	83.06%	14.97%	28.10%
Jul-23	83.90%	15.10%	28.01%
Aug-23	91.18%	15.93%	27.52%
Sep-23	93.28%	16.50%	27.24%
Oct-23	94.84%	16.70%	27.21%
Nov-23	102.01%	16.98%	27.19%
Dec-23	113.25%	17.33%	27.17%
Jan-24	141.00%	17.37%	27.11%
Feb-24	147.99%	17.41%	27.05%
Mar-24	147.81%	17.52%	27.16%
Apr-24	138.04%	17.76%	27.40%
May-24			



Contractor Payment Status as of the end of July. 2024

Contractor Payment Status as of the end of July. 2024																	
Statement No.	Date of RFP	Receipt Submit Date	Payment														
			JPY		US$		LE					Price Adjustement					
								Financed By JICA		Financed by RGBS					P.A. Indecis		
			Amount	Received Date	Amount	Received Date	Total Amount	Amount	Received Date	Amount	Received Date	JPY	US$	LE	JPY	US$	LE
Advance Payment			646,536,882.000		1,420,663.150		88,698,556.350										
No. 01 for Sep. 22	4-Dec-23	12-Dec-22	23,679,991.000	28-Dec-22	1,152,132.860	27-Dec-22	9,187,669.820	5,021,553.390	28-Dec-22	4,166,116.430	22-Feb-23	2,162,980.000	27,843.730	1,733,568.227	11.57%	26.65%	23.90%
No. 02 for Oct. 22	19-Jan-23	13-Feb-23	52,359,804.316	24-Feb-23	279,093.185	6-Mar-23	21,933,867.320	15,444,382.000	1-Mar-23	6,489,485.320	12-Apr-23	4,578,691.000	23,242.240	4,261,070.934	13.09%	26.10%	26.72%
No. 03 for Dec. 22	20-Feb-23	28-Feb-23	13,159,568.216	24-Mar-23	29,767.023	28-Mar-23	6,628,724.274	0.000	-	6,628,724.274	25-Jun-23	460,514.000	1,871.970	809,255.340	14.41%	26.61%	39.72%
No. 04 for Jan. 23	26-Apr-23	3-May-23	20,854,263.468	26-May-23	98,743.283	2-Jun-23	8,469,835.870	6,769,835.870	29-May-23	1,700,000.000	25-Jun-23	2,395,496.000	22,160.570	3,541,951.620	14.55%	26.54%	52.97%
No. 05 for Feb. 23	14-May-23	24-May-23	53,820,196.000	20-Jun-23	512,397.470	20-Jun-23	24,742,676.890	20,742,676.890	21-Jun-23	4,000,000.000	25-Jun-23	5,542,272.000	102,714.570	10,621,243.390	14.42%	26.62%	65.28%
No. 06 for Mar. 23	30-May-23	5-Jun-23	16,939,530.000	20-Jun-23	26,827.940	23-Jun-23	7,105,227.540	405,227.540	21-Jun-23	6,700,000.000	21-Jun-23	1,945,817.000	5,754.590	4,135,803.370	14.55%	27.17%	73.73%
No. 07 for Apr. 23	12-Jun-23	14-Jun-23	17,019,517.000	30-Jun-23	126,695.810	30-Jun-23	7,096,470.190	1,396,470.190	10-Jul-23	5,700,000.000	16-Aug-23	1,992,627.000	27,976.440	4,697,188.340	14.83%	27.94%	83.52%
No. 08 for May. 23	2-Aug-23	15-Aug-23	25,704,378.000	1-Sep-23	154,788.880	1-Sep-23	17,459,785.190	0.000		17,459,785.190	27-Dec-23	1,414,503.000	20,590.730	2,271,604.780	14.70%	27.94%	83.63%
No. 09 for Jun. 23	29-Aug-23	10-Sep-23	7,648,259.000	29-Sep-23	21,894.030	3-Oct-23	2,688,085.350	0.000		2,688,085.350	23-Nov-23	903,903.000	13,382.810	1,762,676.600	14.97%	28.10%	83.06%
No. 10 for Jul. 23	8-Oct-23	15-Oct-23	14,743,316.000	31-Oct-23	20,057.950	31-Oct-23	6,289,410.350	5,289,410.350	1-Nov-23	1,000,000.000	13-Dec-03	1,757,558.000	4,435.450	4,165,906.800	15.10%	28.01%	83.90%
No. 11 for Aug. 23	7-Dec-23	17-Dec-23	10,863,578.000	28-Dec-23	139,974.590	12-Jan-24	21,397,626.460	3,397,626.460	31-Dec-23	18,000,000.000	27-Dec-23	2,411,806.000	17,026.950	3,916,827.880	15.93%	27.52%	91.18%
No. 12for Sep. 23	25-Dec-23	27-Dec-23	21,639,240.000	16-Jan-23	35,159.760	19-Jan-24	8,751,310.950	4,151,310.950	16-Jan-24	4,600,000.000	4-Mar-24	2,508,383.000	6,278.500	3,791,862.570	16.50%	27.24%	93.28%
No. 13 for Oct. 23	24-Jan-24	30-Jan-24	17,914,345.000	20-Feb-24	45,082.000	20-Feb-24	7,677,057.430	3,677,057.430	20-Feb-24	4,000,000.000	21-Mar-24	2,084,635.000	4,734.910	3,246,980.860	16.70%	27.21%	94.84%
No. 14 for Nov. 23	29-Feb-24		13,485,871.240	13-Mar-24	57,492.143	14-Mar-24	7,205,471.416	1,205,471.416	13-Mar-24	6,000,000.000	9-May-24	1,250,866.240	2,535.820	2,354,640.350	16.98%	27.19%	102.01%
No. 15 for Dec. 23	20-Mar-24		94,672,695.000	9-Apr-24	40,114.080	9-Apr-24	4,080,123.680	1,080,123.680	15-Apr-24	3,000,000.000	4-Jun-24	12,952,719.453	8,604.471	3,647,952.692	17.33%	27.17%	113.25%
No. 16 for Jan.24	23-Apr-24		214,786,669.453	18-Jun-24	209,379.311	18-Jun-24	17,760,870.262	8,760,870.262	24-Jun-24	9,000,000.000	5-Jun-24	27,654,053.014	57,896.742	15,914,795.552	17.30%	26.93%	141.17%
No. 17 for Feb.24	21-May-24		176,253,789.020	21-Jun-24	235,464.990	21-Jun-24	6,321,573.120	6,321,573.120	24-Jun-24	0.000		43,429,851.000	90,148.910	15,137,104.500	17.41%	27.05%	147.99%
No. 18 for Mar.24	27-Jun-24		30,554,851.000		60,435.460		16,118,565.150	16,118,565.150		0.000							
No. 19 for Apr.24	31-Jul-24		43,444,054.000		88,433.360		15,392,702.920			15,392,702.920							
Totals			1,516,080,797.713		4,754,597.274		305,005,610.531	99,782,154.698		116,524,899.483		115,446,674.707	437,199.402	86,010,433.804			

Amount not paid till 30-04-24

Amounts exceeded a 56 da

EXCEUTED VALUES

- Values of the Works Executed till statement No. 19 (Apr.2024)
- *JPY* *US* *L.E.* *Equi. JPY*

  949,161,595.000 2,321,206.04 146,499,251.18 2,215,056,618.460
- Percentage of works executed comparing with the Accepted Contract Value **39.15%**

- Values of Price Adjustment till Statement No. 19(Apr.2024)
- *JPY* *US* *L.E.* *Equi. JPY*
- 115,446,676.000 437,199.400 51,292,581.060 85,992,433.8

- Percentage of Price Adjustment comparing with works executed **34.21%**
-

Progress till July 2024

2.4 Over All Progress

	Work Item	Up to Last Month (%)		In This Month(%)		Cumulative (%)			Estimated Progress of Next Month (%)	Remarks
		Plan	Actual	Plan	Actual	Plan	Actual	△	Plan	
No.1	General Items	20.77%	20.90%	0.96%	1.13%	21.74%	22.03%	+0.29%	22.62%	
No.2	Bahr-Yusef	24.51%	24.21%	0.31%	0.14%	24.82%	24.36%	-0.47%	25.69%	
No.3	Ibrahimia	0.43%	0.43%	0.99%	1.08%	1.43%	1.52%	+0.09%	2.08%	
No.4	Badraman	0.80%	0.91%	0.22%	0.19%	1.02%	1.10%	+0.08%	1.13%	
No.5	Dairoutiah	1.56%	1.56%	0.00%	0.00%	1.56%	1.56%	+0.00%	1.56%	
No.6	Abo Gabal	1.02%	1.24%	0.14%	0.01%	1.16%	1.25%	+0.09%	1.25%	
No.7	Sahelyia	0.65%	0.65%	0.00%	0.00%	0.65%	0.65%	+0.00%	0.65%	
No.8	Other Works for Regulator Works	0.80%	0.76%	0.04%	0.05%	0.84%	0.81%	-0.03%	0.91%	
No.9	Building Works	0.00%	0.00%	0.04%	0.00%	0.04%	0.00%	-0.04%	0.13%	
No.10	Integrated Water Management	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	+0.00%	0.00%	
Total		50.56%	50.67%	2.71%	2.61%	53.27%	53.28%	+0.01%	56.02%	

Arbitration

- Arbitration
- Any dispute between the Parties arising out of or in connection with the Contract not settled amicably and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:
- (a) if the contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- (b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.
- The place of arbitration shall be neutral location.
- The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Consultant, and any decision of the DB, relevant to the dispute.
- Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works

قواعد التحكيم

- اي نزاع بين الطرفين ينشأ عن العقد أو يتعلق به ولم يتم تسويته وديًا ولم يصبح قرار DB (إن وجد) بشأنه نهائيًا وملزمًا، يتم تسويته نهائيًا عن طريق التحكيم. يتم إجراء التحكيم على النحو التالي:
- (أ) إذا كان العقد مع مقاولين أجانب (أو إذا كان الشريك الرئيسي مقاولًا أجنبيًا، في حالة المشروع المشترك)، يتم التحكيم الدولي بإجراءات تديرها غرفة التجارة الدولية (ICC) ويتم إجراؤها بموجب قواعد التحكيم الخاصة بغرفة التجارة الدولية؛ من قبل محكم واحد أو أكثر يتم تعيينهم وفقًا لقواعد التحكيم المذكورة.
- (ب) إذا كان العقد مع مقاولين محليين، يتم التحكيم بإجراءات تتم وفقًا لقوانين بلد صاحب العمل.
- يكون مكان التحكيم مكانًا محايدًا.
- يتمتع المحكمون بالسلطة الكاملة لفتح ومراجعة وتنقيح أي شهادة أو قرار أو تعليمات أو رأي أو تقييم للمستشار، وأي قرار صادر عن DB، فيما يتعلق بالنزاع.
- يجوز بدء التحكيم قبل أو بعد إتمام الأعمال. ولا يجوز تغيير التزامات الأطراف والمهندس وDB بسبب إجراء أي تحكيم أثناء تقدم الأعمال.

Appointment of the Dispute Board

- **Appointment of the Dispute Board DB**
- **According_to the Particular Condition:**
- DB shall be appointed within 28 days after the Commencement Date or upon agreement between both parties.
- The DB shall be comprised of One sole Member.
- Appointment (if not agreed) to be made by Neutral Entity.

لجنة فض المنازعات (DB)

- تعيين لجنة فض المنازعات وفقًا للشروط الخاصة:
- يتم تعيين لجنة فض المنازعات في غضون 28 يومًا من تاريخ البدء أو بناءً على اتفاق بين الطرفين.
- تتكون لجنة فض المنازعات من عضو واحد.يتم التعيين (إذا لم يتم الاتفاق) بواسطة كيان محايد.

High Risk for Bahr yusef cofferdam (Case Study)

- As results of larger volume of water In Bahr Yusef canal (from May to Aug.2023)than during the same period in previous years, due to the requests of the beneficiaries, the water level in the canal downstream of the existing regulator has exceeded the design water level of WL. 45.82 m and reached a maximum WL. 46.05 m, which may have a negative impact on the construction works and eventually delay the Project?

- the Contractor’s request to temporarily suspend all activities by the heavy equipment on the top of cofferdam until WL will be maintained at the temporary allowable high water level (H.W.L.) of EL. 45 .9 2m.

- the Consultant agreed on July 24, 202307-24-2023 to the Contractor’s request On August 28, 2023 the Consultant are approve the resuming all activities after water levels stabilized (36 days)

- The Contractor asked for EOT of 36 days and compensation.

- According Agreement No. 1 all parties agreed to The Contractor has the right to get an EOT of 24 days to be added and activated if needed to the construction period without any "Delay Damages" upon his request for EOT.

- The Employer has issued Agreement No. (02) For “Cost Compensation for High Risk of Bahr Yusef Coffer Dam” on January 30, 2024.

High Risk for Bahr yusef cofferdam (Case Study)

- نتيجة لزيادة تصرف المياه في ترعة بحر يوسف (من مايو إلى أغسطس 2023) مقارنة بنفس الفترة في السنوات السابقة، بسبب الطلبات المتزايده على مياه الرى، تجاوز منسوب المياه في بحر يوسف خلف الفم الحالى منسوب المياه التصميمي WL. 45.82 م ووصل إلى أقصى منسوب WL. 46.05 م، مما قد يكون له تأثير سلبي على سلامة أعمال التنفيذ وفي النهاية تأخير المشروع.
- طلب المقاول بتعليق جميع أنشطة المعدات الثقيلة مؤقتًا على قمة السد المؤقت حتى يتم الحفاظ على WL عند منسوب المياه العالي المسموح به مؤقتًا (H.W.L.) (EL. 45.9 2).
- وافق الاستشاري بتاريخ 24 يوليو 2023 على طلب المقاول.
- في 28 أغسطس 2023، وافق الاستشاري على استئناف جميع الأنشطة بعد استقرار مستويات المياه (36 يومًا)
- طلب المقاول مده زمنية مدتها 36 يومًا +تعويضًا عما تكبده من تكاليف اضافية.
- وفقًا للاتفاقية رقم 1، اتفق جميع الأطراف على أن للمقاول الحق في الحصول على مهلة زمنية مدتها 24 يومًا لإضافتها وتفعيلها إذا لزم الأمر إلى فترة التنفيذ دون أي "أضرار تأخير" بناءً على طلبه لمهلة زمنية.
- أصدر صاحب العمل الاتفاقية رقم (02) بشأن "تعويض التكلفة عن المخاطر العالية لسد بحر يوسف" في 30 يناير 2024.

Sources

- The Consultant Reports
- The Contractor Reports.
- Project Documents

Thank you for your attention